



SO ORDERED.

SIGNED this 19 day of April, 2010.

**THIS ORDER HAS BEEN ENTERED ON THE DOCKET.
PLEASE SEE DOCKET FOR ENTRY DATE.**

A handwritten signature in black ink, appearing to read "John C. Cook".

**John C. Cook
UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

IN RE:
STEVE DALE BROWN
Debtor(s)

CASE NO. 10-11180

CHAPTER 13

ORDER CONFIRMING CHAPTER 13 PLAN

The chapter 13 plan in this case or summary thereof having been transmitted to scheduled creditors, and it having been determined that the plan as finalized complies with 11, U.S.C. §1325 and should be confirmed, the court directs the following:

1. The plan, a copy of which is attached is confirmed.
2. Property of the estate does not vest in the debtor(s) until completion of the plan.
3. Attorney for the debtor(s) is awarded the fee set forth in the plan, to be paid by the chapter 13 trustee through the plan.
4. All pending objections, if any, to confirmation are resolved, withdrawn, or overruled.

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Approved for Entry By:
/s/ C. Kenneth Still
C. Kenneth Still, Trustee
P.O. Box 511, Chattanooga, TN 37401
(423) 265-2261

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT
OF TENNESSEE, SOUTHERN DIVISION**

In Re: STEVEN DALE BROWN § Case Number 10-11180
Debtor § Chapter 13
§

DEBTOR'S ORIGINAL CHAPTER 13 PLAN
Dated: 03.01.2010

1. Payments and Term.

The Debtor will pay the Chapter 13 Trustee \$ 125.00 per week for Sixty Months by wage order, supplemented when necessary by direct payments, and the following additional monies: N/A.

2. Priority Claims (including administrative expenses).

(a) All administrative expenses under 11 U.S.C. §§ 503(b) & 1326 will be paid in full, including fees to the debtor's attorney in the amount of \$2800.00 less \$ 00.00 previously paid by the Debtor.

(b) Except as provided in paragraph 6 below, claims entitled to priority under 11 U.S.C. § 507 will be paid in full in deferred cash payments, with tax claims paid as priority, secured, or unsecured in accordance the filed claim.

3. Secured Claims.

(a) *Cramdowns*. The holders of the following allowed secured claims retain the liens securing such claims and will be paid by the trustee the value of the security in the manner specified below. The portion of any allowed claim that exceeds the value indicated will be treated as an unsecured claim under paragraph 4(a) below.

Creditor	Collateral	Value	Monthly Payment	Interest Rate
Freedom Road Financial	2005 Harley Davidson D5 Road King motorcycle	\$8000.00	\$300.00	7.25 %

(b) Surrender. The debtor will surrender the following collateral and the creditor will have an allowed deficiency claim which will be paid as unsecured under paragraph 4(a) below.

Creditor	Collateral to be Surrendered
None	

(c) Long-Term Mortgages. The holders of the following mortgage claims will retain their liens and will be paid monthly maintenance payments which will extend beyond the life of the plan. Any arrearage amount set forth below is an estimate; arrearage claims will be paid in full in the amount in the filed claim, absent an objection. Increases in the monthly maintenance payments during the life of the plan will be paid by the indicated payer.

Creditor	Estimated Arrearage	Maintenance Payment	Payment by
Citi Mortgage, Inc.			Debtor

(d) *De Novo Review*. Notwithstanding any provision of this plan, the secured status and classification of any purported secured claim are subject to *de novo* review on the request of any party in interest made within 90 days following the filing of the claim or the expiration of the deadline for filing proofs of claim, whichever comes later.

4. Unsecured Claims.

(a) *Nonpriority*. Except as provided in subparagraph (b) and in paragraph 6 below,

allowed nonpriority unsecured claims will be paid: 70 %.
(b) *Post-petition*. Claims allowed under 11 U.S.C. § 1305 will be paid in full.

5. Executory Contracts and Unexpired Leases. Except the following which are assumed, all executory contracts and unexpired leases are rejected, with any claim arising from the rejection to be paid as unsecured as provided in paragraph 4(a) above:

<i>Other Party to Contract</i>	<i>Property Description</i>	<i>Treatment by Debtor</i>
None		

6. Special Provisions. (such as cosigned debts, debts paid by third party, student loans, special priority debts)

None

/s/Barbara Sims Arthur

Barbara S. Arthur, P. O. Box 758, Rossville, Georgia 30741

(706) 866-4898

BPR Number 4694